

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1   2</b>	
2. AMENDMENT/MODIFICATION NO. <b>0003</b>		3. EFFECTIVE DATE <b>13-Jun-2002</b>		4. REQUISITION/PURCHASE REQ. NO. <b>W807PM-2078-6336</b>		5. PROJECT NO.(If applicable)	
6. ISSUED BY VBURG CONSOL CONTRACTING OFC 4155 CLAY ST VICKSBURG MS 39183-3435		CODE <b>DACW38</b>		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				<input checked="" type="checkbox"/> X		9A. AMENDMENT OF SOLICITATION NO. <b>DACW38-02-B-0027</b>	
				<input checked="" type="checkbox"/> X		9B. DATED (SEE ITEM 11) <b>16-May-2002</b>	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.							
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.</b> <b>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A.THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B.THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C.THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D.OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) <b>Reference Invitation for Bid No. DACW38-02-B-0027 for Flood Control, Mississippi River and Tributaries, Yazoo Basin, Tallahatchie River, Tallahatchie County, MS, Upper Yazoo Projects-Item 7, Panola-Quitman Floodway and Tillatoba Creek, Grade Control Structures, scheduled for bids to open on 18 June 2002 at 1400 hours is hereby amended as follows:</b>  <b>See Continuation Page 2</b>							
<small>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</small>							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		<b>13-Jun-2002</b>	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Bid Opening Date

A new bid opening date of 02 July 2002 at 1430 hours is hereby established.

Technical Specifications

Section 02109 CLEARING AND GRUBBING is revised and reissued in its entirety. The requirements for disposal of debris from clearing and grubbing have been revised.

Pages reissued by this amendment have the notation "Reissued by Amendment 0003" at the bottom of the page. Text added by this amendment is shown as underlined and in bold characters. Text deleted by this amendment is shown as overstruck.

Encls: Section 02109 CLEARING AND GRUBBING, pages 1 thru 5.

SECTION TABLE OF CONTENTS

DIVISION 02 - SITE WORK

SECTION 02109

CLEARING AND GRUBBING

PART 1 GENERAL

- 1.1 REGULATORY REQUIREMENTS
- 1.2 GENERAL REQUIREMENTS

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

- 3.1 CLEARING
  - 3.1.1 General
  - 3.1.2 Merchantable Timber
  - 3.1.3 Trees
  - 3.1.4 Vegetation
  - 3.1.5 Miscellaneous Structure Foundations and Debris
  - 3.1.6 Areas to be Cleared
    - 3.1.6.1 General
    - 3.1.6.2 Area Between Cofferdam and Excavation
    - 3.1.6.3 Stockpile Areas
    - 3.1.6.4 Access Road With Culverts
- 3.2 GRUBBING
  - 3.2.1 General
  - 3.2.2 Areas to be Grubbed
    - 3.2.2.1 General
    - 3.2.2.2 Channels and Ditches
    - 3.2.2.3 Area Between Cofferdam and Excavation
    - 3.2.2.4 Access Road With Culverts
  - 3.2.3 Filling of Holes
- 3.3 DISPOSAL OF DEBRIS
  - 3.3.1 General
  - 3.3.2 Burning
  - 3.3.3 Burying
  - 3.3.4 Chipping
  - 3.3.5 Removal From Site of Work

-- End of Section Table of Contents --

SECTION 02109

CLEARING AND GRUBBING

PART 1 GENERAL

1.1 REGULATORY REQUIREMENTS

The regulatory requirements listed below form a part of this specification to the extent referenced. The regulatory requirements are referred to in the text by basic designation only.

MISSISSIPPI BUREAU OF POLLUTION CONTROL (MS BPC)

MS BPC-01

Division of Air Pollution Control  
P. O. Box 10385  
Jackson, Mississippi 39204  
Telephone: (601) 961-5171

1.2 GENERAL REQUIREMENTS

All clearing and grubbing work for each feature of the work shall be completed prior to excavation, fill or backfill. If regrowth of vegetation or trees occurs after clearing and grubbing and before construction, the Contractor will be required to clear and grub the area again prior to excavation or embankment construction, and no payment will be made for this additional clearing and grubbing.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 CLEARING

3.1.1 General

Clearing, unless otherwise specified, shall consist of the complete removal above the ground surface of all trees, stumps, down timber, snags, brush, vegetation, trash, fencing, and similar debris.

3.1.2 Merchantable Timber

Merchantable timber remaining within the areas to be cleared on or after the date of award of this contract may be disposed of as the Contractor sees fit, as long as such merchantable timber is either removed from the Government furnished rights-of-way or is satisfactorily disposed of in accordance with paragraph DISPOSAL OF DEBRIS. The Contractor is precluded from making any claim for time extensions, costs, or damage to his operations by reason of the existence or nonexistence of merchantable timber, crops, debris, or stumps within the areas to be cleared.

3.1.3 Trees

Care shall be taken by the Contractor to not cut or injure any trees which do not unreasonably interfere with construction. Trees shall be felled in such a manner as to avoid damage to trees to be left standing, to existing

structures and installations and to those under construction, and with due regard for the safety of employees and others.

#### 3.1.4 Vegetation

Vegetation to be removed shall consist of crops, grass, bushes and weeds. Vegetation shall be removed to provide a completely bare earth surface.

#### 3.1.5 Miscellaneous Structure Foundations and Debris

The Contractor shall also remove all abandoned foundations, underground structures, debris, and any other materials which remain.

#### 3.1.6 Areas to be Cleared

##### 3.1.6.1 General

The entire area of the excavations, fills and backfills, cofferdam embankment, levee embankment and access road right-of-way shall be cleared of all trees, brush, drift, miscellaneous debris, or other obstructions that would hinder excavation or grading, and subsequent construction operations. Clearing shall be limited to the absolute minimum necessary for construction of the work, together with strips 1.5 meters wide contiguous thereto. Care shall be taken by the Contractor not to cut or injure any trees which do not unreasonably interfere with the construction. Growth around the work area shall be preserved to the maximum extent practicable. Clearing shall be limited to approved areas. All trees and brush within the areas authorized to be cleared shall be felled and together with drift and other debris shall be disposed of in accordance with paragraph DISPOSAL OF DEBRIS.

##### 3.1.6.2 Area Between Cofferdam and Excavation

The entire area between the inside toe of slope for the cofferdam embankment and the outer limits of the excavation at each site shall be cleared.

##### 3.1.6.3 Stockpile Areas

Areas approved for use as temporary stockpile areas shall be cleared to the extent necessary to accommodate the materials and to preclude contamination of the materials.

##### 3.1.6.4 Access Road With Culverts

The entire area between the outer limits of the ditch excavation shall be cleared.

#### 3.2 GRUBBING

##### 3.2.1 General

Grubbing shall consist of the removal of all stumps, roots, buried logs, old piling, old paving, old foundations, pipes, drains, and other unsuitable materials as described in Section 02226 EXCAVATION, FILL, BACKFILL AND EMBANKMENT.

##### 3.2.2 Areas to be Grubbed

#### 3.2.2.1 General

Grubbing shall be performed within the limits of the fills and backfills, levee embankment, cofferdam embankment, and access road embankment, together with strips 1.5 meters wide contiguous thereto. All roots and other projections over 38 mm in diameter shall be removed to a depth of 300 mm below the natural ground surface for embankments, and to a depth of 1 meter below the subgrade for the foundation of structures. The areas to be grubbed are those specific areas within the limits specified herein above from which trees, stumps, down timber, snags, old piling, abandoned structures, and other projections have been removed.

#### 3.2.2.2 Channels and Ditches

All stumps and exposed roots and other obstructions shall be removed from within the limits of all channels and ditches to be constructed.

#### 3.2.2.3 Area Between Cofferdam and Excavation

All stumps and exposed roots and other obstructions shall be removed from within the limits specified.

#### 3.2.2.4 Access Road With Culverts

All stumps and exposed roots and other obstructions shall be removed from within the limits of the access road construction.

#### 3.2.3 Filling of Holes

All holes caused by grubbing operations and removal of pipes, drains, and structures foundations, shall be backfilled with suitable material in 150 mm layers to the elevation of the adjacent ground surface, and each layer shall be compacted to a density at least equal to that of the adjoining undisturbed materials.

### 3.3 DISPOSAL OF DEBRIS

#### 3.3.1 General

~~All debris resulting from clearing and grubbing operations shall be disposed of by removal from the site.~~ The primary method of disposing of debris resulting from clearing and grubbing operations shall be burning in accordance with paragraph BURNING. The following additional methods will also be permitted: burying in accordance with paragraph BURYING, chipping in accordance with paragraph CHIPPING, or removal from the site in accordance with paragraph REMOVAL FROM SITE OF WORK. The Contractor shall make a reasonable effort to channel merchantable material into the commercial market to make beneficial use of materials resulting from clearing and grubbing operations.

#### 3.3.2 Burning

The Contractor shall comply with the applicable pollution restrictions of MS BPC-01 and all Federal Regulations. Subject to such restrictions and obtaining any permit which may be required by said State or Federal agency, the Contractor may burn material within the contract area, and at any time within the contract period. The Contractor shall thoroughly burn clearing debris and continue burning until as much debris as practicable is completely reduced to ashes. Burning operations shall be conducted so as

to prevent damage to standing timber or other flammable growth. The Contractor shall be responsible for any damage to life and property resulting from fires that are started by his employees or as a result of his operations. The Contractor shall furnish adequate fire fighting equipment at the site of burning operations to properly equip his personnel for fighting fires. Fires shall be guarded at all times and shall be under constant surveillance until they have been extinguished.

### 3.3.3 Burying

The Contractor will be allowed to bury unburned debris remaining after initial burning operations and which has been determined by the Contracting Officer to be unburnable. The areas used for burial shall be approved by the Contracting Officer. The area north of the Panola-Quitman Floodway that is not part of the diversion channel shall not be used for burial. All material disposed of by burying shall be covered with a minimum of 600 mm of earth.

### 3.3.4 Chipping

All cut timber, down timber, dead timber, branches, and brush may be chipped. The chips shall be deposited in piles or windrows in approved locations within the rights-of-way. At the option of the Contractor, the chips may be sold and removed from the site.

### 3.3.5 Removal From Site of Work

The Contractor ~~shall~~may elect to remove all ~~or part of the~~ debris from the site of the work. The Contractor shall, at his option, either retain for his own use or dispose of by sale or otherwise, any such materials of value. The Government is not responsible for the protection and safekeeping of any materials retained by the Contractor. Such materials shall be removed from the site of the work before the date of completion of the work. If debris from clearing operations is placed on adjacent property, the Contractor shall obtain additional rights-of-way for such purposes, without cost to the Government and in accordance with Section 01000 GENERAL CONTRACT REQUIREMENTS, paragraph RIGHTS-OF-WAY. Such material shall be so placed as not to interfere with roads, drainage or other improvements, and in such a manner as to eliminate the possibility of its entering into channels, ditches or streams. The Contracting Officer reserves the right to approve or disapprove the use of Contractor-furnished disposal areas based on the location of the areas and a determination of the overall impact the proposed disposal will have on the environment. Contractor-furnished disposal areas shall not be located in woodlands or wetlands. Disapproval by the Contracting Officer of Contractor-furnished disposal areas shall not form the basis of a claim against the Government.

-- End of Section --